

EXHIBIT

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B 10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT Northern District of Mississippi		PROOF OF CLAIM
Name of Debtor: Maritime Communications/Land Mobile, LLC		Case Number: 11-13483-DWH
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Collateral Plus Fund 1, L.P.		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: David Blaylock c/o Glancker Brown, PLLC 6000 Poplar Avenue, Suite 400, Memphis, TN 38119 Telephone number: (901) 525-1322		Court Claim Number: 49-1 (If known) Filed on: 11-18-2011
Name and address where payment should be sent (if different from above): Collateral Plus Fund 1, L.P. c/o James Osteen 102 Woodmont Blvd., Suite 320, Nashville, TN 37205 Telephone number: (615) 783-0400		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ 9,004,203.60 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: Loans (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: All of Debtor's assets Value of Property: \$ 45,200,000.00 Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: filed financing statement Amount of Secured Claim: \$ 9,004,203.60* Amount Unsecured: \$ _____ *See attached EXHIBIT A		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 11-18-11 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. James F. Osteen, President Collateral Plus Fund I LP		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

LOAN PURCHASE CLOSING STATEMENT

Date: November 15, 2011
Seller: Pinnacle National Bank
Purchaser: Collateral Plus Fund I, LP
Loan: Maritime Communications/Land Mobile, LLC, Loan Number 1225376

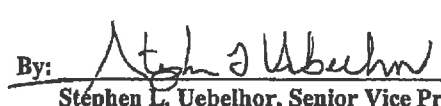
I. Outstanding Principal Amount Of Loan	\$8,857,000.00
II. Unpaid Interest On Loan To Date	\$117,355.25
III. Lender's Expenses In Enforcing The Loan	
Attorney's Fees	
Baker, Campbell & Parsons	\$2,887.50
Bass, Berry & Sims	<u>\$26,960.85</u>
Total Lender's Expenses	<u>\$29,848.35</u>
IV. Total Amount To Be Paid By Purchaser At Closing	\$9,004,203.60

Collateral Plus Fund I, LP

Pinnacle National Bank

By: Collateral Plus, LLC
Its General Partner

By: 
James F. Osteen, Jr., President

By: 
Stephen L. Uebelhor, Senior Vice President

ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF NOTE AND OTHER LOAN DOCUMENTS (hereinafter referred to as this "Assignment") is made by **PINNACLE NATIONAL BANK** (hereinafter referred to as "Assignor") to and in favor of **COLLATERAL PLUS FUND I, LP** (hereinafter referred to as "Assignee"), relating to an obligation of Maritime Communications / Land Mobile, LLC, a Delaware limited liability company (hereinafter referred to as "Debtor").

RECITALS:

A. Assignor is the owner and holder of that certain loan (hereinafter referred to as the "Loan") to Debtor, as evidenced by the following documents:

(1) Promissory note made by Debtor to Assignor dated January 8, 2009, in the original principal amount of \$6,075,000.00; as amended by First Amendment to Promissory Note dated August 27, 2009, to increase the principal amount to \$6,571,000.00, to change the monthly interest-only payment date, to change the maturity date and to change the minimum interest rate; as amended by Second Amendment to Promissory Note dated January 27, 2010, to increase the principal amount to \$8,057,000.00 and to change the maturity date; as amended by Third Amendment to Promissory Note dated August 27, 2010, to increase the principal amount to \$8,857,000.00 and to change the maturity date; as amended by Fourth Amendment to Promissory Note dated March 18, 2011, to change the maturity date; as amended by Fifth Amendment to Promissory Note dated May 25, 2011, to change the maturity date; and as amended by Sixth Amendment to Promissory Note dated August 1, 2011, to change the maturity date and to change the payment schedule (with such note, as so amended, being hereinafter referred to as the "Note");

(2) Security Agreement between Debtor and Assignor, dated January 8, 2009; as amended by First Amendment to Security Agreement dated August 27, 2009, to change references to the Note to reflect the Note executed on January 8, 2009, as amended on August 27, 2009, to increase the principal amount to \$6,571,000.00 and to change the maturity date; as amended by Second Amendment to Security Agreement dated January 27, 2010, to increase the principal amount to \$8,057,000.00 and to change the maturity date; and as amended by Third Amendment to Security Agreement dated August 27, 2010, to increase the principal amount to \$8,857,000.00 and to change the maturity date (with such agreement being hereinafter referred to as the "Security Agreement");

(3) Guaranty Agreement between certain individuals named on the signature page thereto (hereinafter referred to as collectively as "Guarantors") and Assignor, dated January 8, 2009, as amended by First Amendment to Guaranty Agreement dated August 27, 2009, to reflect changes to the Note and Loan Agreement, to increase the principal amount to \$6,571,000.00 and to change the maturity date; as amended by Second Amendment to Guaranty Agreement dated January 27, 2010, to increase the principal amount to \$8,057,000.00 and to change the maturity date; as amended by Third Amendment to Guaranty Agreement dated August 27, 2010, to increase the principal amount to \$8,857,000.00 and to change the maturity

date; and as amended by Fourth Amendment to Guaranty Agreement dated May 25, 2011, to change the parties composing Guarantor and the percentages guaranteed (with such guaranty, as so amended, being hereinafter referred to as the "Guaranty"); and

(4) Loan Agreement made by Debtor to Assignor dated August 25, 2005; as amended by First Amendment to Loan Agreement dated August 27, 2009, to increase the principal amount to \$6,571,000.00, to change references to the Note to reflect the Note executed January 8, 2009, as amended on August 27, 2009, to change the maturity date and to change the description of the Collateral; as amended by Second Amendment to Loan Agreement dated January 27, 2010, to increase the principal amount to \$8,057,000.00 and to change the maturity date; as amended by Third Amendment to Loan Agreement dated August 27, 2010, to increase the principal amount to \$8,857,000.00 and to change the maturity date; as amended by Fourth Amendment to Loan Agreement dated March 18, 2011, to change the maturity date; as amended by Fifth Amendment to Loan Agreement dated May 25, 2011, to change the maturity date; and as amended by Sixth Amendment to Loan Agreement dated August 1, 2011, to change the maturity date and to change the payment schedule (with such loan agreement, as so amended, being hereinafter referred to as the "Loan Agreement"); and

(5) UCC Financing Statement filed by Assignor against Debtor with Secretary of State of Delaware (hereinafter referred to as the "UCC Financing Statement").

B. The Note, the Security Agreement, the Guaranty, the Loan Agreement, the UCC Financing Statement and any other documents and instruments executed and, or, delivered in connection with the Loan are hereinafter collectively referred to as the "Loan Documents."

C. Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, Assignor's interest in and to the Loan Documents.

NOW, THEREFORE, for and in consideration of the premises, the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor sells, negotiates, assigns, endorses, transfers, grants, conveys, and delivers unto Assignee all of Assignor's right, title, interest and benefit to, in and under the Loan Documents and the sums payable thereunder (other than any right of Assignor to indemnification and other contingent rights involving any action, inaction or circumstance up to and through the execution of this Agreement), with interest from the date of this Assignment, without recourse, representations or warranties, express or implied, except as otherwise set out herein. Notwithstanding the foregoing, Assignor and Assignee acknowledge that the assignment of the Loan Documents is only an assignment of the Loan Documents of the Loan and is not an assignment of the loan documents of any other indebtedness of Debtor to Assignor or any guarantor to Assignor. Further, any assignment of any guaranty is only an assignment of that guaranty as it guarantees the Loan and not as to any other indebtedness of Debtor or any guarantor to Assignor.

TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto Assignee, its successors and assigns forever.

Assignor expressly waives and releases in favor of Assignee any and all rights that Assignor may now have or hereinafter have to establish or enforce any lien or security interest, if any, securing payment of the indebtedness arising pursuant to the Loan. Assignor directs that all payments due under the Loan Documents subsequent to the date of this Assignment be made directly to Assignee.

Assignor represents to Assignee that (a) Assignor is the owner and holder of the Loan Documents free and clear of all liens and encumbrances; (b) Assignor has all the requisite power and authority to transfer the Loan Documents to Assignee under this Agreement; (c) except as described in the Recitals of this Assignment, the Loan Documents have not been amended; and (d) the total amount owed on the Note as of the date hereof is \$9,004,203.60, representing principal of \$8,857,000.00, interest of \$117,355.25 and fees and expenses of \$29,848.35.

Except as otherwise specifically stated in this Assignment or in a separate writing executed by Assignor and Assignee, Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan and the Loan Documents, including, without limitation, (a) the validity, existence, or priority of any lien or security interest securing the Loan; (b) the existence or basis for any claim, counterclaim, defense or offset relating to the Loan; (c) the financial condition of Debtor; (d) the compliance of the Loan with any laws, ordinances or regulations of any government or other body; (e) the condition of any collateral securing the Loan; and (f) the future performance of Debtor, the collateral or any guarantor of the Loan. Assignor shall have no duty or responsibility either initially or on a continuing basis to make any such investigation or any such appraisal on behalf of Assignee or to provide Assignee with any credit or other information with respect thereto, whether coming into its possession before the execution of this Assignment or at any time or times thereafter.

Assignee acknowledges and represents to Assignor that, having been given the opportunity to undertake its own investigation of the Loan, Assignee is relying solely on its own investigation of the Loan and not on any information provided or to be provided by Assignor. The sale of the Loan as provided for herein is made on an "AS IS", "WHERE IS" basis, with all faults, and Assignee, by acceptance of this Assignment, expressly acknowledges that **ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE LOAN, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN A SEPARATE WRITING EXECUTED BY ASSIGNOR AND ASSIGNEE.**

Assignee hereby assume any and all of Assignor's obligations under the Loan and the Loan Documents arising on or after the date hereof. Further, Assignee hereby indemnifies and hold Assignor harmless from and against any and all claims, liabilities, damages, expenses or obligations (including reasonable attorneys' fees) of any kind or character in connection with the Loan arising as a result of Assignee's actions or inaction at any time with respect to the Loan or any parties to the Loan. Assignee represents to Assignor that it has all the requisite power and authority to execute and to deliver this Assignment and to perform all of its obligations under this Assignment.

ASSIGNEE ACKNOWLEDGES THAT DEBTOR IS IN BANKRUPTCY PROCEEDINGS AND THAT ASSIGNEE WILL NEED TO FILE A CLAIM IN THE BANKRUPTCY PROCEEDINGS BY NOVEMBER 29, 2011, AS ASSIGNOR HAS NOT FILED A CLAIM.

Assignee hereby releases and discharges Assignor and its predecessors, successors, assigns, officers, managers, directors, shareholders, employees, agents, attorneys, representatives, parents corporations, subsidiaries, and affiliates (collectively referred to as its "Affiliates"), and hereby indemnifies and holds harmless Assignor and its Affiliates from any and all claims, counterclaims, demands, damages, debts, agreements, covenants, suits, contracts, obligations, liabilities, accounts, offsets, rights, actions and causes of action of any nature whatsoever, including, without limitation, all claims, demands, and causes of action for contribution and indemnity, whether arising at law or in equity (including without limitation, claims of fraud, duress, mistake, tortious interference or usury), whether presently possessed or possessed in the future, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether or not heretofore asserted, for or because of or as a result of any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by Assignor or its Affiliates, insofar as the same arise out of or relate to the Loan or the Loan Documents, which have occurred in whole or in part, or were initiated at any time up to and through the execution of this Assignment, except as may arise pursuant to this Assignment or any other document or instrument executed by Assignor in connection with this Assignment.

This Assignment may be executed in a number of multiple identical counterparts, which, when taken together, shall constitute collectively one instrument.

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto effective as of the 15th day of November, 2011.

ASSIGNOR:

PINNACLE NATIONAL BANK

By: 
Stephen L. Uebelhor, Senior Vice President

[Signatures Continued On Following Page]

LOAN AGREEMENT

THIS LOAN AGREEMENT (hereinafter the "Agreement") is made and entered as of this 25th day of August, 2005, by and between **PINNACLE NATIONAL BANK** (hereinafter referred to as "Lender"), a national banking association; and **MARITIME COMMUNICATIONS/LAND MOBILE, LLC**, a Delaware limited liability company (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, Borrower desires to obtain a non-revolving line of credit from Lender in the maximum principal amount of \$4,000,000.00; and

WHEREAS, Lender is willing to extend said credit facility, subject to certain terms, conditions and contingencies;

NOW, THEREFORE, in consideration of the agreements, covenants, representations, terms and conditions hereinafter set forth and in consideration of certain other agreements and instruments entered into simultaneously, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the meanings set forth below, unless the context or use indicates another or different meaning:

- (a) **"Agreement"** shall mean this Loan Agreement, as amended from time to time.
- (b) **"Applicable Environmental Law"** shall be defined as any federal, state, foreign and local statutory laws, rules or regulations, agreements with governments, court orders, administrative orders and case law pertaining to the health or the environment, or petroleum products, or oil, or hazardous substances, and all amendments, modifications and additions including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980; The Resource Conservation and Recovery Act of 1976; The Superfund Amendments and Reauthorization Act of 1986; and The Toxic Substances Control Act.
- (c) **"Borrower"** shall mean Maritime Communications/Land Mobile, LLC, a Delaware limited liability company, and any successors and assigns.
- (d) **"Business Day"** means every day upon which Lender is open for banking business in Nashville, Tennessee.
- (e) **"Closing Date"** means the date of this Agreement.

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- (f) **“Collateral”** means all of the items described in Article III, which are pledged, assigned, delivered, transferred and conveyed to secure the Indebtedness and in which a security interest and/or a lien is granted to secure the Indebtedness.
- (g) **“Debtor Laws”** shall mean all applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, receivership, insolvency, reorganization or similar laws or general equitable principles from time to time in effect affecting the rights of creditors generally.
- (h) **“Environmental Condition”** shall be defined as any Release of a Hazardous Pollutant or the generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transfer, production or processing of a Hazardous Pollutant or other dangerous or toxic substance or solid waste in violation of any Applicable Environmental Law including, without limitation, a spill, discharge or contamination by any pollutant, hazardous pollutant, dangerous substance, toxic substance, hazardous waste, hazardous materials or hazardous substances as defined or pursuant to any Applicable Environmental Law, a result of which may require remedial action pursuant to any Applicable Environmental Law or may be the basis for the assertion of any third party claims, including claims of governmental entities.
- (i) **“Environmental Release”** shall mean releasing, placing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, disposing or dumping, whether intentional or unintentional.
- (j) **“Event of Default”** shall mean each of those events specified in Article VIII herein.
- (k) **“Guarantor”** shall mean collectively and separately all of the guarantors listed in Exhibit A, attached and incorporated by reference.
- (l) **“Hazardous Pollutant”** shall be defined to include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to any Applicable Environmental Law.
- (m) **“Improvements”** shall mean the improvements constructed on the Property, as hereinafter defined.
- (n) **“Indebtedness”** means all indebtedness and liabilities of whatsoever kind, nature or description owed to Lender or on account of Lender by Borrower, irrespective of the class of said indebtedness, and whether direct or indirect, absolute or contingent, and whether evidenced by debt instruments, letters of credit or letters of credit applications, due or to become due, and whether now existing or hereafter arising or created and

howsoever evidenced or acquired, and whether joint and several or otherwise. It includes, without limitation, all further and future advances which Lender may at any time make for the protection or preservation of Lender's rights and interests or arising hereunder or relating hereto including, without limitation, advances, insurance payments, tax payments, payments to governmental entities or agencies, reasonable attorney fees, and filing or recordation fees; and it includes all costs, court costs and expenses of whatever kind incurred by Lender in the protection, enforcement, defense or collection of the Indebtedness or this Agreement or of any of Lender's rights and interests including, without limitation, reasonable attorney fees and all costs and payments of reasonable third-party fees and includes the pledges, hypothecations and guaranties of any other persons and entities, if any, with respect to the Loan (as hereinafter defined), any advances, any payments, and the "Indebtedness," and all reasonable attorney fees, costs, expenses and recording fees incurred or necessary to liquidate, enforce, protect or collect the Collateral security for the Loan and the perfection, continued perfection and priority of Lender's interest in the Collateral. The Indebtedness also specifically includes the Loan, as evidenced by the Note (as hereinafter defined), and any modifications, amendments, renewals, consolidations, and refinancings thereto.

- (o) **"Loan"** shall mean that \$4,000,000.00 non-revolving line of credit extended by Lender to Borrower contemporaneous with and pursuant to this Agreement.
- (p) **"Loan Documents"** shall mean collectively, this Agreement, the Note, a Security Agreement, and any and all other documents made, executed, delivered or given by Borrower or any Guarantor, or any other person or entity to or for the benefit of Lender to evidence, secure or otherwise document the Loan. All Loan Documents shall be drafted by Lender's counsel and shall be in form satisfactory to Lender.
- (q) **"Maturity Date"** shall mean the later of (i) March 1, 2006, and (ii) the date that is 30 calendar days after the FCC approval of Borrower's acquisition of certain of the assets of MOBEX Network Services, LLC, as set forth in an Asset Purchase Agreement attached as an exhibit to the Loan Agreement entered into between Borrower and Lender as of the date of this Agreement.
- (r) **"Note"** shall mean (1) the Promissory Note of even date herewith made by Borrower payable to the order of Lender in the maximum principal amount of \$4,000,000.00 to evidence the non-revolving line of credit facility extended to Borrower for (i) payment of an existing loan at Lender; (ii) payment of a certain indebtedness owed to Collateral Plus, LLC; and (iii) to purchase the assets of MOBEX Network Services, LLC.

The Note shall also refer to any and all renewals, modifications, amendments, refinancings and consolidations of the above Promissory Note. The Note shall be prepared by Lender's counsel and be satisfactory in all respects to Lender.

- (s) **"Person"** includes any individual, corporation, joint venture, general or limited partnership, limited liability company, trust, organization, association, other entity or tribunal.
- (t) **"Property"** shall mean all personal property and fixtures owned by Borrower.
- (u) **"State"** shall mean the State of Tennessee.
- (v) **"Uniform Commercial Code"** shall mean as to all Loan Documents in the interpretation of this Agreement the Uniform Commercial Code as in effect in the State of Tennessee.

1.2 Other Definition Provisions.

- (a) **Accounting Terms.** Any accounting term not specifically defined herein shall have the meaning as such term is used in accordance with generally accepted accounting principles consistently applied.
- (b) **Banking Terms.** Any banking term not specifically defined herein shall have the meaning as such term is used in accordance with customary and standard banking practices, and the determination of any banking term, whether or not specifically defined herein, shall be in accordance therewith.
- (c) **"Hereof", Etc.** The words "hereof," "herein," "hereunder" and similar terms when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (d) **Other Terms.** All terms and phrases used herein, but which are not subject to Article 1.2 (a) and (b) above, and which are not expressly defined herein or by reference to other sources, shall have the meanings assigned to them in Chapter 9, Title 47, of Tennessee Code Annotated (Uniform Commercial Code as adopted in Tennessee). If an applicable definition is not contained therein, then said term shall have the meaning reasonably or commonly assigned thereto.
- (e) **Singular and Plural.** Defined terms used herein in the singular shall include the plural and vice versa.

- (f) **Terms Defined Herein.** All terms defined in this Agreement shall have the meanings defined herein when used in this Agreement, the Note or any other Loan Documents, unless the context therein shall otherwise require.

ARTICLE II - THE LOAN

2.1 Description of Loan. Upon execution of this and the other required Loan Documents, upon satisfaction of the contingencies set forth in this Agreement, and subject to the other terms, conditions, warranties and representations herein, Lender agrees to make a non-revolving construction loan (hereinafter the "Loan") described as follows:

- (a) **Nature of Loan.** Lender agrees to extend a non-revolving line of credit in the maximum principal amount of \$4,000,000.00.
- (b) **Use of Proceeds.** Proceeds from the Loan shall be used solely: (i) for working capital (\$2,000,000.00 for this purpose); (ii) for repayment of Borrower's obligations to Collateral Plus, LLC (approximately \$150,000.00 for this purpose); (iii) to refinance Borrower's existing indebtedness at Lender (\$2,000,000.00 for this purpose); and (iv) any unused portion being applied for the purchase of the assets of MOBEX Network Services, LLC.
- (c) **Evidence of the Loan.** The Loan shall be evidenced by the promissory note executed contemporaneously in the maximum principal amount of \$4,000,000.00.
- (d) **Payment Terms.** The Loan shall bear interest, be repayable and mature as set forth in the Note evidencing the Loan and executed contemporaneously.
- (e) **Conditions Precedent to the Loan.** The following are all conditions precedent to any initial funding under the Loan:
 - (i) Lender's receipt of a first priority lien on all of the Collateral.
 - (ii) The execution of all Loan Documents in form and substance satisfactory to Lender.
 - (iii) Compliance with all of the approval terms of the Loan.
 - (iv) Receipt by Lender of all of the items and requirements set forth herein, unless it is specifically indicated that certain items may be provided at a later date.
 - (v) Borrower must provide its employer identification number to Lender, along with all other licenses, permits, and other approvals

necessary to lawfully operate the business in which Borrower is engaged.

(vi) Financial statements from Borrower and each Guarantor in form and content satisfactory to Lender, evidencing a financial condition of such parties that is satisfactory to Lender and subsequent financial statements from such parties as required by Lender.

(f) **Conditions Subsequent to Loan.** The purchase by Borrower of the assets of MOBEX Networks Services, LLC on or before the date indicated in the Asset Purchase Agreement between said parties dated as of May 20, 2005. Also, said purchase must receive approval by the Federal Communications Commission, and all periods for comment or objection by citizens must expire without any action that would thwart consummation of said sale. To the extent Loan proceeds are used as working capital, Borrower must find the remainder of the purchase price for the MOBEX Network Services, LLC assets itself.

ARTICLE III - COLLATERAL

3.1 Collateral. The Indebtedness shall be secured by a first priority security agreement and fixture filing on all personal property and fixtures of Borrower, including without limitation, an assignment of all of Borrower's rights under any contracts, accounts and leases (referred to hereinafter as the "Collateral").

3.2 Priority of Liens and Security Interest in Collateral. The liens, security interest, and pledge referred to or created in the above and foregoing sections shall have a priority to all other assignments, security interests, mortgages, negative pledges, liens and encumbrances of every kind and nature whatsoever.

3.3 Costs and Expenses. Borrower agrees to pay and will pay all reasonable costs, fees, recording fees and expenses of whatever kind incurred by Lender, directly or indirectly, in connection with the preparation, recording, and filing of all Loan Documents, instruments and documents incidental or necessary to this transaction, including all reasonable legal fees incurred by Lender. Borrower also agrees to pay and will pay all costs, court costs, third-party fees and expenses of whatever kind incident to any collection or any enforcement, protection, prosecution or defense of any and all rights and interests hereunder or in any Loan Documents or other instruments, including reasonable attorney fees, and all costs and the defense, protection, enforcement or collection of any Collateral and the perfection, continued perfection and priority of Lender's interest in any Collateral and all costs, expenses, recording fees, third-party fees, reasonable attorney fees and expenses of whatever kind incident to or necessary to document, record, perfect and to continue the perfection and priority of Lender's interest in any Collateral.

3.4 Power of Attorney. Borrower irrevocably appoints Lender its true and lawful attorney in fact, with powers of substitution, so long as there exists any unpaid indebtedness of Borrower, at Lender's option and at Borrower's expense, to do all acts and things which Lender may deem necessary to perfect and continue perfected the interests, pledges and other rights and

interests created herein and therein and to protect the Collateral security hereunder or alluded to herein or therein, or in other instruments and documents including, but not limited to, the completion of any security agreements, UCC filings, assignments, liens, pledges, documents, instruments, statements or agreements, and any renewals or extensions thereof, and the insertion of information or terms consistent with the agreement of Lender and Borrower in those and/or other instruments and documents.

3.5 Written Assurances. Borrower shall, at its own expense, do, make, procure, execute and deliver all acts, things, writings and assurances as Lender may at any time request to protect, assure or enforce its interests, rights and remedies created by, provided in or emanating from this Agreement, including the execution of any financing statement or amendments thereto as contemplated in the Uniform Commercial Code in force in Tennessee.

3.6 No Impairment of Collateral. Lender may at any time demand, sue for, collect, subordinate, release or make any compromise or settlement with reference to the Collateral as Lender, in its sole discretion, chooses, and Lender may delay exercising or omit to exercise any right or remedy under this Agreement without waiving that or any other past, present or future right or remedy except in writing signed by Lender.

3.7 Limitations on Lender's Duties Regarding Collateral. Borrower agrees and affirms that Lender's duty with reference to the Collateral shall be solely to use reasonable care in the custody and preservation of the Collateral in Lender's possession, which shall not include any steps necessary to preserve rights against prior parties. Any indulgence of Lender, substitution for, exchange of, or release of Collateral, or addition or release of any person liable on the Collateral is hereby assented and consented to.

3.8 Notices, Demand, Etc. Borrower agrees that demand, notice, protest and all demands and notices of any action taken by Lender under this Agreement or in connection with the Note, except those provided in the Note, this Agreement, the Deed of Trust, or under the Uniform Commercial Code, are hereby waived.

3.9 Right to Pledge Collateral. Borrower represents, warrants, covenants and agrees that at the time of the execution of this Agreement and the Collateral is pledged to Lender, Borrower has the right to transfer any interest in the Collateral, that the Collateral is not subject to the interest of any third person, or prohibition against assignment, and that Borrower will defend the Collateral and its proceeds against the claims and demands of all third persons.

ARTICLE IV - REPRESENTATIONS, WARRANTIES AND COVENANTS

To induce Lender to enter into this Agreement, extend the Loan, and create the Indebtedness, Borrower hereby represents, covenants and warrants to Lender as set forth below, which representations, covenants and warranties shall survive the date and execution hereof and continue to be true, accurate and complete throughout the term of this Agreement and until such time as all of the Indebtedness is paid in full:

4.1 Nature and Authority of Borrower. The following representations are made:

- (a) **Authority.** Borrower is a Delaware limited liability company, validly existing and in good standing in the state in which it was formed and in every other state where it transacts business, if applicable.
- (b) **Power and Authority to Enter into Loan.** Borrower has the power to enter into this Agreement, the Note, the Loan Documents and such other agreements as are required by Lender, and has the power and authorization to execute and deliver the same to Lender in the form in which said items are and have been delivered now and from time to time hereafter, and the power and authority to execute and deliver to Lender additional agreements and other instruments and documents relating to the Indebtedness and Collateral therefor.
- (c) **No Breach Created Under other Agreements, Etc.** The execution by Borrower of this Agreement, the Note, the Loan Documents and the other instruments, agreements, documents in connection herewith, and of such other agreements, instruments and documents which may from time to time hereafter be executed and delivered to Lender, does not and shall not constitute a breach, violation of, or default under any agreement to which Borrower is now a party or contemplates being a party; and the performance by Borrower of the obligations under this Agreement, the Loan Documents and any of the agreements and instruments executed by same and delivered to Lender shall not constitute an event of default or breach under any other agreement, instrument, security filing, security agreement, or other document to which Borrower is now or shall be hereafter bound.

4.2 Principal Office; Books and Records. Borrower's principal place of business (chief executive office and administrative office) and the office where Borrower's books and records are located is at the address shown in Article IX hereof. Borrower shall maintain its principal place of business at the address shown in Article IX hereof and shall not move its office therefrom without the prior written consent of Lender, which consent shall not be unreasonably withheld.

4.3 No Other Names. Borrower has not carried on business, traded as, been known as, used or incorporated under any other name (except as set forth in documents on file with the Tennessee Secretary of State), and while any Indebtedness remains owing and unpaid shall not carry on business, trade as, be known as, use as or incorporate under any other name or change its legal form without prior written notice to Lender.

4.4 Payment of Taxes. Borrower has timely filed all federal, state and local tax returns and reports required to be filed by Borrower, and has timely paid any and all federal, state and local taxes owed by it, or for which Borrower is obligated or liable.

4.5 Discharge of Encumbrances, Etc. Borrower shall discharge all taxes, assessments, levies, governmental charges, liens or other defects and/or encumbrances, if any, levied or placed on Borrower or on the Collateral, assets, properties and interests of Borrower

pledged hereunder or securing the Indebtedness. Lender may, at its option, discharge any such taxes, assessments, levies, charges, liens, defects or encumbrances and/or pay for the maintenance and preservation of said assets, properties and interest. Borrower agrees to reimburse Lender on demand for any and all payments made or expenses incurred by Lender pursuant to this authorization together with interest thereon from the date of payment at the maximum rate of interest permitted by law and all costs and reasonable attorney fees.

4.6 Pay and Perform Obligations When Due. Borrower will pay Lender all payments when due and will fully discharge and perform all obligations to Lender.

4.7 Defense of Collateral. Borrower will defend the Collateral pledged as security against the claims and demands of all persons, and will indemnify and hold Lender harmless from any and all claims or demands against said Collateral, including reasonable attorney fees and costs.

4.8 Prevention of Liens or Waste, Etc. Borrower will take all necessary action to keep the Collateral free from any adverse lien, security interest or encumbrance, and in good order and repair. Borrower will not waste or destroy the Collateral or any part thereof.

4.9 Ownership and Absence of Liens. Except for the security interest and assignments given in connection with the Loan, Borrower is the sole owner of the Collateral with good, marketable and indefeasible title thereto, free and clear from any and all liens, security interests, mortgages, assignments, charges encumbrances or other right, title or interest of any person.

4.10 Compliance with Laws. Borrower has materially complied, is in material compliance, and will continue to be in material compliance, with all local, state and federal laws, rules and regulations applicable to the conduct of its business.

4.11 Litigation. There is no litigation, proceeding or investigation pending or threatened against Borrower or the Collateral herein, or the assets or property of Borrower in any court, bureau, agency or commission, except litigations, proceedings and investigations involving claims for which the probable ultimate recoveries and the estimated costs and expenses of defense (i) will be entirely within applicable insurance policy limits (subject to applicable deductibles) or not in excess of the total available reserves held under applicable self-insurance programs or (ii) will not have a materially adverse effect on the operations or conditions, financial or otherwise, of the Borrower. Borrower does not know or have any reasonable grounds to know of any basis for any such litigation, proceeding or investigation. Borrower is not in default with respect to any judgment, order, writ, injunction, restraining order, decree, rule, regulation of any applicable court, bureau, administrative agency or commission. Borrower agrees to give Lender written notice, within ten (10) days of filing, of the filing of any litigation, proceeding or investigation in any court, bureau, agency or commission that materially affects Borrower, the Collateral herein, or the assets or property of Borrower.

4.12 Accuracy of Financial Information. All financial information submitted to Lender in connection with the Loan fairly reflects the financial condition and capital structure of Borrower and any Guarantors as of said date. Said statements were prepared in accordance with

generally accepted accounting principles consistently applied, and no material or adverse changes have since occurred or are threatened or pending through the date of the closing. Borrower and any Guarantors have no liabilities, direct or contingent, except those disclosed in the statement of condition referred to in such financial statements.

4.13 Summary of Litigation. In addition to and without limiting the requirements of paragraph 4.11 above, Borrower agrees to provide on an annual basis within forty-five (45) days after the close of each fiscal year a detailed summary of all material litigation, claims and assessments pending or served against Borrower and said summary shall include, but not be limited to, the identity of the parties, name of the court or agency, docket or file number, the description of the claim including the maximum monetary amount thereof and/or the possible extent of injunctive or equitable relief sought thereunder and an estimate by counsel for Borrower of the liability of Borrower, if any for any claim in excess of \$25,000.00.

4.14 Changes in Contracts and Business. Borrower agrees to cause Lender to be informed in writing of any material changes in contracts, business ventures or business relationships which might or could have a material or adverse effect on the business, operations or net worth of Borrower.

4.15 Financial Reporting. Borrower agrees to provide to Lender the following financial information, in the form and within the time period specified below:

- (a) Annual financial statements, along with a balance sheet and income statement, shall be provided within 120 days following the close of Borrower's fiscal year; and
- (b) Copies of Borrower's federal tax returns within 30 days after they are filed; and
- (c) Such other and additional financial information reasonably requested by Lender, and in a form acceptable to Lender; and
- (d) Updated financial statement for each Guarantor in a timely manner.
- (e) Copies of all income tax returns or requests for extensions from Guarantors.

4.16 Reimbursement for Administrative Expenses. Borrower will, on demand, reimburse Lender for any and all expenses incurred, or which may be hereafter incurred, by Lender from time to time in connection with or by reason of Borrower's application for, and the making and administration of the Loan.

4.17 Books and Records, Inspections. Borrower will at all times keep proper books and records. Borrower hereby authorizes Lender to make or cause to be made, at Borrower's expense and in such manner and at such times as Lender may require, (i) inspections and audits of any books, records and papers in the custody or control of Borrower or others relating to Borrower's financial or business conditions, including the making of copies thereof and extracts

therefrom, and (ii) inspections and appraisals of any of Borrower's assets. Borrower hereby authorizes all federal, state and municipal authorities to furnish reports of examinations, records and other information relating to the conditions and affairs of Borrower, and any desired information from reports, returns, files and records of such authorities upon request therefore by Lender.

4.18 No Material Adverse Changes. The financial statements submitted to Lender pursuant to this Agreement shall not show any material changes from the company prepared financial statements of Borrower submitted to Lender prior to this Loan.

4.19 Environmental Warranties and Representations. Neither the Collateral nor Borrower are in violation of any Applicable Environmental Law, and this representation and warranty will continue to be true and correct following disclosure to the applicable government authorities of any relevant facts, conditions and circumstances, if any, pertaining to the Collateral or the operations of Borrower. Borrower has obtained all permits, licenses or similar authorizations for its operations. The operations of Borrower will not result in the location on or disposal or other Environmental Release of any petroleum products, oil, hazardous substances or solid waste in violation of any Applicable Environmental Law.

4.20 Environmental Covenants. Borrower shall, at Borrower's sole cost and expense, comply with, or ensure compliance with, all Applicable Environmental Law. In the event Borrower discovers, determines or is advised of the existence of any Environmental Condition (any Environmental Release of a hazardous pollutant or the generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transfer, production or processing of a hazardous pollutant or other dangerous or toxic substance or solid waste in violation of any Applicable Environmental Law), Borrower shall promptly notify Lender thereof, and Borrower shall promptly, at Borrower's sole cost and expense, proceed with due diligence to take the appropriate action and response thereto. Borrower hereby agrees to pay any and all fine, charges, fees, expenses, damages, claims, losses, liabilities and response costs including, but not limited to, all legal, accounting, consulting and other expenses which may be incurred or imposed upon Borrower, Lender or the Collateral arising out of or in connection with any Environmental Condition, including the exposure of any person to such any such Environmental Condition regardless of whether such environmental condition or exposure resulted from activities of Borrower or Borrower's predecessors in interest or any lessee of Borrower or any third party.

4.21 Negative Covenants. Borrower shall not, without the prior written consent of Lender:

- (a) Sell or further encumber any of the Collateral; or
- (b) Transfer any assets or funds to any third party or entity, or to any Guarantor outside the ordinary course of business; or
- (c) Merge, consolidate, dissolve, or cease to exist in its current form; or
- (d) Guarantee the indebtedness of any other party; or

- (e) Engage in any business other than the current type of business in which Borrower is currently engaged.

4.22 Books and Records. Borrower will keep and maintain, in accordance with generally accepted accounting principles consistently applied, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the construction, equipping and operation of the Property. Borrower will make all of the books, records and accounts available to Lender and its representatives at the Property upon request and will permit them to examine and copy the same. Borrower shall submit annual and interim financial statements when requested by Lender. Such statements shall include, at a minimum: a balance sheet; an income and expense statement; a statement showing contingent liabilities; a detailed cash flow statement for Borrower and any supporting schedules or documentation which Lender may require. Each statement must contain a certification to Lender of the statement's accuracy and completeness signed by an authorized officer of Borrower.

4.23 Further Acts and Documents. On demand of Lender, Borrower will do any acts or execute any additional documents required by Lender to secure the Loan, confirm the liens created by the Loan Documents, or further carry out the intent and purposes of this Agreement.

4.24 Accuracy of Representations, Warranties and Covenants. No representation, warranty and covenant by Borrower herein, and no statement, document, certificate or other instrument or exhibit furnished or to be furnished hereunder or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary in order to make the statements contained herein or therein not misleading. The foregoing representations, warranties, and covenants are made by Borrower with the knowledge and expectation that Lender is placing reliance thereon. Any investigations made by Lender shall not relieve Borrower from any of the matters warranted, represented or covenanted.

ARTICLE V - CLOSING

5.1 Closing Date. Any and all references herein to the date of closing shall be a reference to the date of this Agreement. Said closing shall take place at the office of Lender or Lender's counsel at a time mutually agreed upon by the parties.

5.2 Conditions Satisfied by Closing. All of the conditions referred to in this Agreement must be satisfied on or before the closing.

ARTICLE VI - DISBURSEMENTS UNDER LOAN

6.1 Additional Conditions for Loan Disbursements. Lender shall not be obligated at any time to disburse any proceeds of the Loan unless the following additional conditions precedent have been satisfied and Borrower shall have delivered to Lender evidence, satisfactory to Lender, of such satisfaction:

- (a) All Loan Documents required by Lender shall have been delivered to the proper parties and all conditions and requirements set forth therein shall

have been and shall continue to be satisfied, including without limitation the conditions to the first Loan disbursements as provided herein.

- (b) No default shall have occurred, nor shall any event or condition which, with the giving of notice or lapse of time or both, would constitute a default under this Agreement have occurred and be continuing.

6.2 Method of Disbursements. Subject to the terms and conditions of this Agreement, Lender agrees to make Loan disbursements up to the face amount of the Note in accordance with the following requirements:

- (a) Lender shall have at least two business days to respond to Borrower's request for a disbursement.
- (b) Lender has the right to confirm Borrower's intended use of the funds before making a disbursement.
- (c) In the event of a default, Lender shall have the right, but not the obligation, to make Loan disbursements directly to the account creditors of Borrower, or to refuse to disburse.
- (d) Lender is authorized by Borrower to fund draw requests made by any individual purporting to be an authorized representative of Borrower.
- (e) At Lender's option, all draw requests must be in writing, on a form provided and/or approved by Lender.

6.3 Maximum Amount of Disbursements. Notwithstanding the maximum amount set forth in the Note, Borrower may not draw more than is necessary for approved purposes associated with the purchase of the Property and construction of improvements thereon, as set forth in the Loan Documents.

ARTICLE VII - INDEMNIFICATION

7.1 Indemnification Related to Loan. Borrower hereby agrees to indemnify and hold harmless Lender, its successors and assigns, agents, representatives, and subsequent holders, from and against any losses, damages, expenses, liabilities, obligations, penalties, actions, judgments, suits, costs, including reasonable attorney fees and disbursements of any kind or nature whatsoever, which may be imposed on, incurred by or served against Lender in any way relating to or arising out of its execution of this Agreement, the Note, the Loan Documents or any other agreement or instrument in connection herewith, or any action taken or omitted to be taken by Borrower under this Agreement or the Loan Documents. Borrower further agrees to pay Lender the maximum rate of interest permitted by law for any monies accruing or coming due in connection with the indemnity. At the cost and expense of Borrower and with legal counsel chosen by Lender, Borrower will defend any and all claims relating to such indemnified matters, and will pay any judgments or decrees relating thereto.

7.2 Indemnification Related to Collateral. Borrower hereby further agrees to indemnify and hold harmless Lender, its successors, assigns, agents, representatives and any subsequent holder of any interest in the Collateral derived by, from or through Lender, from and against any losses, damages, expenses or liabilities, obligations, penalties, liens, levies, fines, actions, judgments, suits, attachments, costs, including reasonable attorney fees and disbursements of any kind or nature whatsoever which may be imposed in, incurred by or served against Lender in any way relating to or arising out of the Collateral (except any such loss caused by the gross negligence or intentional misconduct or illegal activities of Lender), including, but not limited to, any private or governmental lien or judicial or administrative notice, procedure or action, including, but not limited to, liens, notices, procedures and actions related to Hazardous Substances (which term shall include all hazardous and toxic substances, waste or material, any Hazardous Pollutants or contaminants including, without limitation, asbestos and raw materials which include hazardous constituents or any other similar substances or materials which are included or are regulated by any Applicable Environmental Laws, rules or regulations of the United States, the State of Tennessee, any municipality or governmental entity) or other environmental matters, issued, filed or pending against the Collateral or otherwise issued to or received by Borrower. Borrower agrees to pay Lender the maximum rate of interest permitted by law for any monies paid, advanced, accruing or coming due in connection herewith. At the cost and expense of Borrower, and with legal counsel chosen by Lender, Borrower will defend any and all claims relating to such indemnified matters and will pay any claims, liens, judgments or decrees relating thereto.

7.3 Survival of Indemnification. The indemnity and hold harmless of this Article shall survive any foreclosure, sale, taking, possession, realization, seizure or acceptance of a bill of sale and/or deed in lieu of foreclosure by Lender, and the indemnity and hold harmless in this Article shall survive the payment in full of the indebtedness to Lender and the release of Borrower and/or any Collateral.

ARTICLE VIII - EVENTS OF DEFAULT AND REMEDIES

8.1 Events of Default. Upon the occurrence of any of the following events of default (an "Event of Default"), Lender may, at its option, declare that the principal of and interest on any note or notes of Borrower and all Indebtedness of Borrower remaining unpaid, to be immediately due and payable, all without demand, presentment, or further notice of any kind, all of which are hereby expressly waived:

- (a) Failure to pay the Indebtedness, or any part thereof, when and as the same shall become due and payable; or
- (b) If any warranty or representation, made, furnished or contained in this Agreement, the Note or in any other instrument, transfer, assignment, document or loan agreement given with respect to the Indebtedness, be untrue, incorrect, or misleading in any material respect; or
- (c) The nonperformance, nonobservance, breach or failure to execute in any material aspect the covenants, agreements, promises, obligations,

warranties and conditions set out in this Agreement, the Note or in any other instrument given with respect to the Indebtedness; or

- (d) The filing by or against Borrower or any maker or endorser of the Indebtedness, or by or against any Guarantor, of a voluntary or involuntary petition in bankruptcy; or any such Borrower's, maker's, endorser's or Guarantor's adjudication as a bankrupt or insolvent; or the filing by Borrower, maker, endorser or Guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for its under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency, receivership or other relief for debtors; or Borrower's or any Guarantor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver, liquidator or examiner for them of any part of the Collateral pledged to Holder, including, but not limited to, rents, issues, profits or revenues thereof; or the making by Borrower or any Guarantor of any general assignment for the benefit of creditors; or the admission in writing by Borrower or Guarantors of its inability to pay its debts generally as they become due; or the commission by Borrower or Guarantors of an act of bankruptcy; or the dissolution or termination of existence of Borrower or any Guarantor; or
- (e) The occurrence of an event of default under the Loan Documents and/or any loan agreement, agreement, affidavit, certificate or other document pertaining to the Loan, or under only security agreement or similar instrument encumbering the Collateral secured to Lender or any portion of the Collateral; or
- (f) Should Borrower or any Guarantor, without notice to Lender, voluntarily or involuntarily, by any instrument, means, judicial proceeding or device whatsoever (including, but not limited to, any deed, lease, mortgage, deed of trust, assignment, option, judicial or sheriff's sale, order or contract) convey, transfer, sell, lease, assign, pledge or encumber any right or interest in the Collateral, whether legal or equitable, present or future, vested or contingent; or
- (g) Should Borrower, any Guarantor, the Collateral or any rights, title, claims or interests in the Collateral, whether legal or equitable, present or future, vested or contingent, be subjected to any attachment, injunction, execution, writ, lien, notice, procedure or action, writ or warrant, including any notices issued or any action or proceeding filed or pending; or
- (h) The existence of a material misrepresentation by Borrower or any Guarantor of financial condition in any oral or written statement made by Borrower to Lender; or

- (i) The initiation of legal proceedings against Borrower or any Guarantor for the violation of a criminal statute or for the failure to pay state or federal taxes; or
- (j) The entry of a final judgment against Borrower or any Guarantor that remains unsatisfied for thirty (30) days; or
- (k) Borrower's termination as an entity (or Borrower's cessation of operations), or the death or physical or mental incapacity of any Borrower or Guarantor; or
- (l) The purported repudiation or cancellation by any Guarantor of their obligations under a Continuing Guaranty; or
- (m) The failure by Borrower or any Guarantor to provide any financial information agreed to herein, and within the time period specified; or
- (n) To the extent not already addressed above, any of the foregoing with respect to any Guarantor.
- (o) The failure of the FCC to approve the purchase by Borrower of the Assets of MOBEX Network Services, LLC, pursuant to that Asset Purchase Agreement dated May 20, 2005; or
- (p) Any breach by Borrower of the above-referenced Asset Purchase Agreement.

8.2 Remedies. Upon the failure of Borrower to pay all Indebtedness to Lender or any other default, then Lender may pursue any and all legal, equitable and contractual remedies available to it, and said remedies shall be cumulative and shall include, but not be limited to, the sale or other disposition of any part of or all of the Property, and other assets and interests which are security for or Collateral for the Indebtedness, or which are held or owned by Lender, and the offset of any bank accounts and monies of Borrower on deposit with Lender, and suit for a deficiency, if any, plus all reasonable attorney's fees for all of same.

8.3 Right To Purchase The Loan By Collateral Plus, LLC. It is understood and agreed that either before or after an Event of Default as defined herein, Collateral Plus, LLC, a Tennessee limited liability company, shall have the right to purchase the Loan for the outstanding balance owed thereunder (including principal, interest and expenses). Collateral Plus, LLC shall receive notice of any defaults hereunder and 10 days within which to exercise said right to purchase.

ARTICLE IX - GENERAL PROVISIONS

9.1 Notices. All notices, requests and communications shall be in writing. The sending or giving of such notices, requests or communications shall be sufficient in all respects if sent by (i) certified mail, postage fully prepaid, with return receipt requested, or (ii) personal

delivery, or (iii) via facsimile transmission, or (iv) recognized overnight carrier. Any notice pursuant to this Section shall be mailed or delivered to the addresses set forth below. Any such notice or other communication shall be deemed to have been given (whether or not actually received) three (3) business days following the day it is mailed, or on the same date it is personally delivered as aforesaid or, if transmitted by facsimile transmission, on the same day that such notice is transmitted as aforesaid; or, if sent by recognized overnight carrier, on the next business day after delivery to such overnight carrier; provided, however, that any notice via facsimile transmission received after 5:00 p.m. shall be deemed for the purposes of this Section to have been given on the next business day; and provided, however, that any draw request received by Lender after 2:00 p.m. on any business day from Borrower shall be deemed for the purposes of such Section to have been given by Borrower on the next business day. Unless otherwise provided to the contrary, all notices shall be effective when sent or given to the following addresses:

If to Lender:	Pinnacle National Bank 211 Commerce Street, Suite 300 Nashville, Tennessee 37201 Attn: Stephen L. Uebelhor
with a copy to: (Lender's Counsel)	Wyatt, Tarrant & Combs, LLP 2525 West End Avenue, Suite 1500 Nashville, Tennessee 37203 Attn: B. Anthony Saunders
If to Borrower:	Maritime Communications/Land Mobile, LLC P.O. Box 1076 Columbus, Mississippi 39703 Attn: Donald R. DePriest
with a copy to:	Gary L. Geeslin 518 Second Avenue, North Columbus, Mississippi 39701-4512

Any party may change their address for the purpose of notice hereunder by giving written notice pursuant to the provisions of this Section.

9.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9.3 Waiver. No course of dealing on the part of Lender, its officers or employees, and no failure or delay by Lender with respect to the exercise of any right, power or privilege by Lender under this Agreement shall operate as a waiver thereof. Nor shall any single or partial exercise of any such right, power or privilege operate as such a waiver. No waiver of default shall be effective unless in writing, signed by a duly authorized officer of Lender. No waiver of any default shall preclude any later exercise thereof or any exercise of any right, power or

privilege hereunder. No waiver of any default or forbearance on the part of Lender in enforcing any of its rights under this Agreement shall operate as a waiver of any other default or right or of the same default or right, in future occasions.

9.4 Amendment and Waiver. This Agreement may not be orally changed or terminated. No waiver of compliance with respect to any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged with such waiver or consent.

9.5 Effect of this Agreement. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements and arrangements or understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party which is not embodied in this Agreement, and neither party shall be bound by or be liable for any alleged representation, promise, inducement or statement of intent not embodied herein.

9.6 Headings. The article or paragraph headings of this Agreement are for convenience of reference only and do not form a part hereof. Nor do they in any way modify, interpret or construe the intentions or agreement of the parties.

9.7 Time. Time is of the essence for the purpose of this Agreement.

9.8 Execution and Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

9.9 Construction. The parties acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee and of the United States of America, and the legal relations and obligations of the parties shall be governed by said laws.

9.10 Exclusive Forum. The parties agree that the courts of general jurisdiction of Davidson County, Tennessee, or the appropriate United States District Court; and the appropriate appellate courts shall have exclusive jurisdiction for the resolution of any and all disputes arising under or relating to this Agreement or the Note and/or Loan Documents executed in connection herewith.

9.11 Alterations. Any handwritten interlineation and/or handwritten additions, changes or modifications and/or typewritten interlineations to this Agreement constitute additions, changes and modifications as they appear if the assent of all parties is evidenced by their initials in the margin or near thereto. Insofar as there is any inconsistency or conflict between provisions, then the following provisions shall govern and control in the following order of precedence: handwritten additions, changes and modifications; handwritten interlineation; typewritten interlineation; typewritten additions, changes or modifications; regular typewritten text.

9.12 Severability of Provisions. Should any provision(s) in this Agreement be declared void or voidable by a court of competent jurisdiction, it/they shall be considered severed from the Agreement, and all remaining provisions shall remain in full force and effect.

9.13 USA Patriot Act Notification. The following notification is provided to Borrower pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. Upon closing of the Loan, Lender will ask for the Borrower's name, taxpayer identification number, business address, and other information that will allow Lender to identify the Borrower.

9.14 Post Closing Requirements. The following requirements may be satisfied subsequent to the closing of the Loan, but are material conditions to Lender's willingness to extend the Loan and Borrower's failure to satisfy any of them within the specified time period shall constitute a default hereunder.

- (a) _____

- (b) _____

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly and properly executed and delivered at Nashville, Davidson County, Tennessee, on the day and year first above written.

LENDER:

PINNACLE NATIONAL BANK

By: _____
Stephen L. Uebelhor, Senior Vice President

BORROWER:

MARITIME COMMUNICATIONS/LAND
MOBILE, LLC

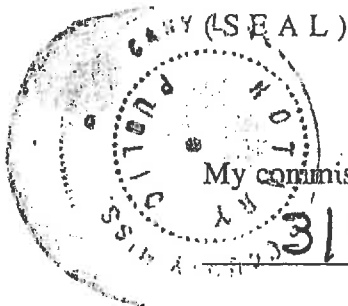
By:  _____
Sandra M. DePriest, Secretary

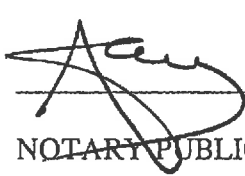
STATE OF MISSISSIPPI

COUNTY OF LOWNDES

Personally appeared before me, the undersigned notary public in and for the state and county aforesaid, Sandra M. DePriest, who acknowledged before me that she signed and delivered the above and foregoing LOAN AGREEMENT on the day and for the purposes therein stated, for and on behalf of and as the act and deed of Maritime Communications/Land Mobile, LLC, and that she was duly authorized to act.

Given under my hand and official seal on this the 25th day of August, 2005..




NOTARY PUBLIC

PROMISSORY NOTE

Borrower: Maritime Communications/Land Mobile, LLC
P. O. Box 1076
Columbus, MS 39703

Lender: Pinnacle National Bank
North Client Advisory
211 Commerce Street
Nashville, TN 37201

Principal Amount: \$6,075,000.00

Date of Note: January 8, 2009

PROMISE TO PAY. Maritime Communications/Land Mobile, LLC ("Borrower") promises to pay to Pinnacle National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Million Seventy-five Thousand & 00/100 Dollars (\$6,075,000.00), together with interest on the unpaid principal balance from January 8, 2009, until paid in full.

PAYMENT. Borrower will pay this loan in one principal payment of \$6,075,000.00 plus interest on July 8, 2009. This payment due on July 8, 2009, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 8, 2009, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal Prime (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, rounded to the nearest 0.125 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.000% per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.000% per annum or more than (except for any higher default rate shown below) the lesser of 20.500% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Pinnacle National Bank, Attn: Payoff Department, P. O. Box 292487 Nashville, TN 37229-2487.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, at Lender's option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon default, the interest rate on this Note shall be increased to 20.500% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**PROMISSORY NOTE
(Continued)**

Loan No: 1225376

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EXPENSES. If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Tennessee.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Davidson County, State of Tennessee.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

FINANCIAL DOCUMENTATION REQUIREMENT. Lender, at its option, may require tax returns and financial statements, annually, from any borrower, cosigner, guarantor, or endorser of the indebtedness.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Pinnacle National Bank Attn: Loan Quality Control 211 Commerce Street, Suite 300 Nashville, TN 37201.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

MARITIME COMMUNICATIONS/LAND MOBILE, LLC
 BY: S/RJW PARTNERSHIP BY COMMUNICATIONS INVESTMENTS, INC, GP
 By: [Signature] PRESIDENT
 Authorized Signer for Maritime
 Communications/Land Mobile, LLC

THIRD AMENDMENT TO SECURITY AGREEMENT

THIS THIRD AMENDMENT TO SECURITY AGREEMENT (hereinafter referred to as this "Third Amendment") is made and entered into on August 27, 2010, by and between **MARITIME COMMUNICATIONS/LAND MOBILE, LLC**, a Delaware limited liability company (hereinafter referred to as "Debtor"); and **PINNACLE NATIONAL BANK** (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Debtor has received from Lender a loan, evidenced by a promissory note dated January 8, 2009, in the principal amount of \$6,075,000.00 (hereinafter referred to as the "Note"), with the loan being secured by a security agreement dated August 25, 2005 (hereinafter referred to as the "Security Agreement"); and

WHEREAS, Debtor and Lender have previously amended the Note to increase the principal amount to \$6,571,000.00; to change the monthly interest-only payment date to the fifteenth (15th) day of the month; to extend the maturity date to January 8, 2010; and to change the minimum interest rate to four and one-half percent (4.50%); and

WHEREAS, Debtor and Lender have entered into an amendment to the Security Agreement (hereinafter referred to as the "First Amendment") to reflect the foregoing amendments to the Note; and

WHEREAS, Debtor and Lender have previously amended the Note to increase the principal amount to \$8,057,000.00; and to extend the maturity date to July 8, 2010; and

WHEREAS, Debtor and Lender have entered into an amendment to the Security Agreement (hereinafter referred to as the "Second Amendment") to reflect the foregoing amendments to the Note; and

WHEREAS, Debtor and Lender are further amending the Note to increase the principal amount to \$8,857,000.00; and to extend the maturity date to February 27, 2011; and

WHEREAS, Debtor and Lender desire to enter into this Third Amendment to further amend the Security Agreement to reflect that it secures the Note, as amended.

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Lender hereby agree as follows:

1. The Security Agreement is hereby amended in Section 2(1) of the "Secured Obligations" by deleting that subsection and replacing it with the following:

(1) that indebtedness evidenced by Debtor's promissory note payable to the order of Lender and dated January 8, 2009, as amended on August 27, 2009, as amended on January 27, 2010, and as amended on August 27, 2010, to increase the maximum principal amount to \$8,857,000.00 and to make certain other changes, and also any renewals, extensions or refinancings thereof;

2. Except as provided in the First Amendment, in the Second Amendment and in this Third Amendment, there are no other amendments to the terms and conditions of the Security Agreement.

3. Nothing herein is intended to operate to release or diminish any right of Lender under the Security Agreement. Except as specifically amended by the First Amendment, by the Second Amendment and by this Third Amendment, the Security Agreement shall continue in full force and effect as originally executed and delivered.

4. Debtor hereby reaffirms all of the terms and obligations under the Security Agreement, as amended by the First Amendment, by the Second Amendment and by this Third Amendment, and agrees to abide by and comply with all of them fully and timely.

IN WITNESS WHEREOF, this Third Amendment is executed.

DEBTOR:

**Maritime Communications/Land Mobile, LLC,
A Delaware limited liability company**

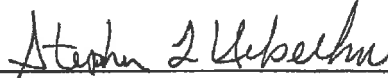
By: S/RJW Partnership, LTD, Member

**By: Communications Investments, Inc.,
General Partner**

By: 
Sandra DePriest, President

LENDER:

PINNACLE NATIONAL BANK

By: 
Stephen L. Uebelhor, Senior Vice President

SECURITY AGREEMENT

MARITIME COMMUNICATIONS/LAND MOBILE, LLC a Delaware limited liability company (hereinafter, "Debtor"), hereby assigns and grants to **PINNACLE NATIONAL BANK**, a national banking association (hereinafter, "Lender"), a security interest in the Collateral, as defined herein, to secure payment and performance of the Obligations, also as defined herein; and represents and warrants to, and agrees with, Lender as hereinafter set forth.

1. Collateral.

The "Collateral" is the following described property and all immediate and remote proceeds and products thereof, accessions thereto, and supporting obligations therefor (all of which is hereinafter called the "Collateral"):

All equipment, inventory, accounts, chattel paper, deposit accounts, rights under leases, and all funds credited thereto, negotiable documents, instruments, investment property, letter-of-credit rights, construction materials, fixtures, construction and architectural contracts, general intangibles and all goods; whether any of the foregoing is now or hereafter owned, held, acquired, or in existence; and all proceeds thereof; and all leases and other rights pertaining thereto. Without limiting the above the collateral also includes all of Debtor's rights under that Asset Purchase Agreement dated as of May 20, 2005 between Debtor and MOBEX Network Services, LLC, and all of Debtor's rights under that Collateral Assignment of Lease effective as of February 18, 2005 between MOBEX Network Services Company, LLC and Central Communications Network, Inc., and all rights under a Management Agreement between Central Communications Network, Inc. and MOBEX Network Services Company, LLC.

The Collateral shall include: (a) as to property described herein by type or category, all such property now or hereafter (i) in Debtor's possession or control, (ii) subject to any claim of Debtor, or (iii) reflected on Debtor's financial statements or in other information provided to Lender as being assets of Debtor; and (b) all books and records now or hereafter maintained by or for Debtor, or in Debtor's possession or control, pertaining to the Collateral.

2. Secured Obligations.

The indebtedness secured hereby (individually, an "Obligation", and, collectively, the "Obligations") shall include the following indebtedness and liabilities of Debtor: (1) that indebtedness evidenced by Debtor's promissory note of even date herewith payable to the order of Lender in the maximum principal amount of \$4,000,000.00, and also any renewals, extensions or refinancings thereof; (2) contingent obligations to Lender, under guaranty agreements or otherwise, incurred concurrently or in connection with this Agreement; (3) all expenditures by Lender for taxes, levies, insurance and preservation of the Collateral and otherwise in

performance of any of Debtor's duties under this Agreement; (4) all other money heretofore or hereafter advanced by Lender at its option to or for the account of Debtor and all other present or future, direct or contingent liabilities and indebtedness of Debtor to Lender of any nature whatsoever, and any extensions or renewals thereof (whether or not, in the case of loans to Debtor, extensions and renewals thereof, and other liabilities and indebtedness of Debtor, Debtor has notice thereof or consents thereto), except that the advances, liabilities, and indebtedness described in this item (4) shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if any legally required disclosure of this security interest respecting such debt shall not have been timely made; (5) all attorneys' fees, court costs, and expenses of whatever kind incident to the collection of any of the foregoing Obligations and the enforcement or protection of the security interest hereby granted.

3. Other Definitions.

As used in this Security Agreement ("Agreement"):

The term "Collateral Obligor" means any account debtor or any other person obligated on Debt Collateral.

"Debt Collateral" means Collateral consisting of: accounts; chattel paper; deposit accounts; instruments; letter-of-credit rights; *payment intangibles*; and any other Collateral consisting of or representing an indebtedness, direct or contingent, matured or unmatured, contested or uncontested, liquidated or unliquidated, of any person to Debtor.

A "Related Agreement" is: any instrument evidencing or other agreement governing (either alone or with other Related Agreements) an Obligation; or any other agreement by which an Obligation is guaranteed or secured, or under which any person has undertaken any duty to Lender respecting an Obligation.

Any reference to "Lender", "Debtor" or "Borrower" in this Agreement, including without limitation any reference in that section describing the Obligations, shall include any immediate or remote Successor of such party. If "Debtor" or "Borrower" denotes more than one person, it shall be deemed a reference to each person individually and all such persons collectively, and such persons' acts and agreements evidenced hereby are joint and several.

A person's "successors" are: their heirs, representatives, successors and assigns, including any corporation or other person that results from or survives a merger, consolidation, or other restructuring of the person; any other person that continues the business of the person; or, with respect to Debtor, any person that is a "new debtor" within the meaning of the UCC.

Any term used herein that is defined in the Uniform Commercial Code (Tennessee) as in effect on the later of July 1, 2001 or the date hereof (the "UCC") and is not otherwise defined herein shall have the meaning accorded such term in the UCC. Any term defined elsewhere herein shall have the same meaning throughout this Agreement.

"Hereunder", "herein", "hereinafter", and words of similar import refer to this Agreement as a whole and not solely to the sections or paragraphs in which they appear.

4. General Representations, Warranties and Agreements.

Debtor's name, as set forth in the introductory paragraph hereof, is correct. Debtor is a limited liability company organized under the laws of Delaware. If Debtor is an organization, its place of business or, if it has more than one place of business, its chief executive office, is located at 306 8th Street North, Columbus, MS. Without prior written notice to Lender, Debtor shall not change its name, the jurisdiction under the laws of which it is organized, or the location of its place of business, chief executive office, or residence, as applicable.

Debtor is the sole owner of the Collateral, free and clear of all liens and security interests, except as otherwise permitted hereunder. If Debtor obtains an advance to acquire Collateral, Debtor shall discharge with such advance any prior security interest in such Collateral in favor of the seller(s) thereof or any other person, and Lender is authorized to disburse the proceeds of such advance directly to the seller(s) of the Collateral as shown on Lender's records. Debtor will defend the Collateral against the claims and demands of all persons and will hold and use the Collateral only for purposes consistent with the description of such Collateral herein.

Debtor shall not transfer, assign, or grant; or suffer the imposition of a lien on or the divestiture of; any of the Collateral or any interest therein, including any security interest, except that: (i) so long as no Obligation is in default, Debtor shall have the right to process and sell or lease that Collateral consisting of inventory in the ordinary course of business; and (ii) Debtor may otherwise dispose of Collateral or an interest therein with Lender's prior written consent.

Debtor shall not take or omit any action, if such act or omission might or would result in a lack or loss of perfection or priority of Lender's security interest in any Collateral or in the value thereof and is not expressly permitted hereunder or otherwise by Lender in writing.

If a security interest in an item or type of Collateral may be perfected by more than one method, and if in Lender's judgment a security interest perfected by one method, including control, might or would have priority over a security interest in such Collateral previously perfected by another method, including filing a financing statement, Debtor shall cause Lender's security interest in such Collateral, including proceeds, to be perfected by that method affording Lender's security interest the highest priority provided by applicable law against any previously or subsequently perfected security interest, lien, or other claim. If this undertaking requires perfection of Lender's security interest by control, Debtor shall provide for such perfection under a control agreement or other arrangement that gives Lender sole control of the Collateral and is otherwise satisfactory to Lender.

None of the Collateral is or will be subject to any security interest, lien, or other claim of higher priority than Lender's, including any security interest granted by an immediate or remote transferor of any of the Collateral or by a predecessor in interest of Debtor through merger or otherwise. Notwithstanding the foregoing or anything else herein to the contrary, Debtor's acquisition by transfer or merger of Collateral subject to a prior security interest shall not constitute a breach of this Agreement, if (i) Debtor otherwise complies with this Agreement with respect to such transfer or merger, (ii) Debtor promptly notifies Lender in writing of such

security interest, and (iii) Lender determines that the overall value of Collateral in which Lender has a first-priority perfected security interest is not materially impaired.

Debtor shall not become party or agree to become party to any merger, consolidation, transfer of assets and assumption of liabilities, or similar reorganization (i) without prior written notice to Lender, and (ii) except for a merger in which Debtor is the surviving party, without Lender's prior written consent.

Debtor shall pay all costs of, and taxes imposed upon, the filing of financing statements and amendments thereto, and continuation and termination statements with respect to the security interest created hereby, and Lender is authorized to do all things which it deems necessary to perfect and maintain perfection and priority of the security interest created hereby and to protect the Collateral, and all expenditures by Lender for these purposes shall be deemed Obligations. Any photographic or other reproduction of (1) this Agreement or (2) any financing statement or amendment thereto executed pursuant to this Agreement shall be sufficient as the original.

Time is of the essence in payment and performance of the Obligations and Debtor's agreements hereunder.

5. Default.

The Obligations shall be in default if: (i) any one of the Obligations is in default under the terms of a Related Agreement, subject to any notice or grace period provided for therein; or (ii) Debtor is in default hereunder. Debtor shall be in default hereunder if: (a) Debtor fails to pay when due an amount payable hereunder within five (5) days after receipt of Lender's demand therefor; (b) any representation or warranty by Debtor herein or furnished in connection herewith is or becomes false, misleading, or otherwise erroneous, except that, if and only if Debtor did not and could not reasonably have known that the same was false, misleading or erroneous at the time Lender learned of such breach or error, the same shall not constitute a default unless it remains uncured fifteen (15) days after Debtor's receipt of notice thereof from Lender; or (c) Debtor breaches or fails to observe or perform any one or more of Debtor's other agreements contained herein, except that, if and only if Debtor could not reasonably known of such breach or failure at the time it first occurred, such breach or failure shall not constitute a default unless it remains uncured fifteen (15) days after Debtor's receipt of notice thereof from Lender. A ny default hereunder shall constitute a default or event of default under any other Related Agreement.

If no Related Agreement contains repayment provisions respecting an Obligation, or if an Obligation arises under this Agreement, such Obligation shall be due and payable on demand by Lender. If no Related Agreement provides for an interest rate on an Obligation, or if the Obligation arises hereunder, the Obligation shall bear interest from its inception on the unpaid balance at the highest interest rate applicable to any other Obligation then in existence, or in the absence of such other rate, the maximum applicable lawful contract rate, but in no event shall any interest rate on an Obligation exceed the maximum applicable lawful contract rate.

Upon default, all Obligations shall immediately become due and payable at Lender's option without notice to Debtor or Borrower, and Lender may proceed to enforce payment of same and to exercise any or all rights and remedies provided to Lender by this Agreement, all Related Agreements, the UCC, and other applicable law, all of which shall be cumulative. At Lender's demand, Debtor shall assemble the Collateral and all books and records pertaining thereto and make them available to Lender at a place reasonably convenient to Lender and Debtor, and if Debtor fails to do so in any respect, Debtor shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by Lender as a result. Any notice of sale, lease or other intended disposition of the Collateral by Lender sent to Debtor as specified or provided for hereinbelow at least ten (10) days prior to such disposition shall constitute reasonable notice to Debtor. If more than one Obligation is outstanding, Lender may apply all sums realized from the Collateral to the Obligations in such order as it may choose without thereby releasing Debtor, Borrower, or any other party liable on an Obligation.

On any one or more occasions, Lender may waive any default before or after the same has been declared without impairing its right subsequently to declare a default and accelerate the maturity of the Obligations, these rights being continuing ones. No course of dealing by Lender shall impair any right or remedy otherwise available to Lender under this Agreement, any Related Agreement, the UCC, or other applicable law.

6. Collateral Verification.

Lender shall have the right, at any time, by its own auditors, accountants, or other agents, to examine, inspect or audit the Collateral or any of the books and records of Debtor or any agent of Debtor pertaining to the Collateral, all of which Debtor shall make available upon request. Such accountants or other representatives of Lender will be permitted to make any verification of the existence and location of the Collateral or accuracy of the records pertaining thereto which the Lender deems necessary or proper. All reasonable expenses incurred by Lender in making such examination, inspection, verification or audit shall be deemed an Obligation.

7. Termination.

Notwithstanding the payment in full of all Obligations and except as otherwise required by applicable law, Lender shall not be required to file or send Debtor a termination statement with respect to any financing statement filed to perfect Lender's security interest in any of the Collateral, to otherwise terminate any public record that perfects its security interest, or to release possession or control of any Collateral, unless and until (i) Debtor shall have made written demand therefor and (ii) the period of time provided for by applicable law (or, in the absence of such provision, a reasonable period, but not less than ten [10] days) shall have elapsed after Lender's receipt of such demand. If Lender is, or reasonably believes itself to be, under a duty to make any future advance that would constitute an Obligation, Lender shall in no event be required to file or send such a termination statement or release possession or control of any of the Collateral. Unless Debtor shall have made such demand and Lender is required to comply therewith, this Agreement shall remain in full force and effect as to any subsequently arising Obligation, notwithstanding the absence of any Obligation or of any duty on Lender's part to extend credit in the interim.

8. Deposit Accounts, Investment Property, Instruments.

With respect to that Collateral consisting of certificates of deposit; deposit or share accounts or other indebtedness of financial institutions; instruments; securities; security entitlements; security accounts; or other investment property:

All immediate and remote renewals thereof, substitutions therefor, additions thereto, and dividends, interest, earnings, and distributions thereon, of whatever kind or character, shall likewise be subject to the security interest hereby granted. Debtor shall immediately deliver to Lender any additional shares received by way of stock split or stock dividend on stock Collateral or as replacement shares therefor issued in connection with a corporate merger, acquisition, or reorganization, or any other replacement or renewal securities, instruments, or certificates of deposit issued with respect to Collateral, along with all instruments Lender deems necessary to transfer the same, but may retain cash dividends paid solely out of the undivided profits of the issuing corporation, absent a default on an Obligation.

9. Goods In General.

With respect to that Collateral consisting of goods:

Debtor will at all times keep the Collateral insured against all insurable hazards in amounts equal to the full cash value of the Collateral. Such insurance shall be underwritten by such companies as may be acceptable to Lender, with provisions satisfactory to Lender for payment of all losses thereunder to Lender as its interest may appear. If Lender so requires, Debtor shall deposit the policies providing for such insurance with Lender. Any money received by Lender under such policies may be applied to the payment of any Obligation, whether or not then due and payable, or at Lender's option may be delivered by Lender to Debtor for the purpose of repairing or restoring the Collateral. Debtor hereby directs any insurer to pay proceeds of insurance respecting Collateral directly to Lender. If Debtor fails to keep the Collateral insured as required by Lender, Lender shall have the right to obtain such insurance at Debtor's expense, which shall be deemed an Obligation.

Debtor will contemporaneously herewith furnish Lender a list of the cities, counties, and states wherein the Collateral is or will be used, and hereafter will notify Lender in writing of any other cities, counties, and states in which the Collateral will be used and of any change in the location thereof.

Debtor will not permit any of the Collateral to be removed from the locations disclosed in writing to Lender, except in accordance with the preceding paragraph respecting mobile goods or for temporary periods in the normal and customary use thereof, without the prior written consent of Lender, and will permit Lender to inspect the Collateral at any time. Debtor will keep the Collateral in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of same, and will not permit anything to be done that may impair the value of any of the Collateral. If Debtor fails to pay such sums, Lender may do so for Debtor's account, and any such expenditure shall be deemed an Obligation.

Until default in any of the terms hereof or under the terms of any Obligation, Debtor shall be entitled to possession of the Collateral and to use the same in any lawful manner, provided that such use does not cause excessive wear and tear to the Collateral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon. Unless this Agreement or a Related Agreement states that an item of Collateral is or is to become a fixture, describes the property to which it is or will be affixed, and identifies a record owner thereof, Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate.

10. Accounts, Other Debt Collateral, and General Intangibles.

No Debt Collateral is or will be subject to any defense of, or set-off or counterclaim by, the Collateral Obligor. Lender shall not be obligated to do and perform any of the acts or things to be done or performed by Debtor, under any contract representing an account, other Debt Collateral, or general intangible. If, however, Debtor defaults with respect to such contract, then Lender may, at its election, perform some or all of the obligations of Debtor under such contract, and any resulting liability or expenses incurred by Lender shall be deemed an Obligation. Debtor shall not, without Lender's prior written consent, consent to or make any material amendment to the terms of (i) any undertaking constituting Debt Collateral or (ii) any general intangible subject to Lender's security interest.

Debtor will on request from Lender submit to Lender duplicate copies of all invoices on outstanding Debt Collateral subject to Lender's security interest. Lender shall have the right to notify any Collateral Obligor to make payment directly to Lender and to take control of all proceeds of any Debt Collateral, which right Lender may exercise at any time whether or not Debtor or Borrower is then in default hereunder or was previously making collection thereon. Debtor hereby authorizes any Collateral Obligor to make such payment to Lender at Lender's election, whether or not the applicable Debt Collateral is then matured, and agrees to indemnify such Collateral Obligor from any liability to Debtor for so paying. Until such time as Lender elects to exercise such right by giving Debtor written notice thereof, Debtor is authorized, as agent of Lender, to collect and enforce such Debt Collateral.

If directed in writing by Lender, Debtor will forthwith, on receipt of all cash proceeds of any Collateral, deposit the same in a special deposit account maintained with Lender or a bank of Lender's choice, over which Lender alone has power of withdrawal, and which shall also constitute Collateral. Such proceeds shall be deposited in precisely the form received, except for the endorsement of Debtor where necessary to permit collection of items, which endorsement Debtor agrees to make. Pending such deposit, Debtor shall not commingle any such checks, drafts, cash and other remittances with any of Debtor's other funds or property, but will hold them separate and apart therefrom and in trust for Lender until deposit thereof is made in the special account. At least once a week Lender may apply the whole or any part of the collected funds on deposit in the special account against the Obligations, the amount, order and method of such application to be in the discretion of Lender. Any portion of the funds on deposit in the special account which Lender elects not to so apply may be paid over by Lender to Debtor.

11. Power of Attorney.

Debtor hereby irrevocably constitutes and appoints Lender or any officer, agent or employee of Lender as Debtor's attorney-in-fact to do any one, more or all of the following on Debtor's behalf: (a) to execute and record any financing statement, amendment thereto, or other instrument Lender deems necessary to perfect and maintain the perfection and priority of the security interest created hereby; (b) to endorse any check, draft, or other instrument constituting Collateral or proceeds thereof or representing proceeds of or payments under any insurance policy covering Collateral; (c) to endorse any security certificate, instrument, document of title, or chattel paper constituting Collateral for the purpose of transferring, negotiating, or enforcing the same; (d) to settle with and grant releases to Collateral Obligors respecting payment or compromises on Debt Collateral; and (e) without limiting the generality of the foregoing, to execute any writing or perform any act that Debtor is obligated to execute or perform hereunder. Lender shall, in addition, have all rights, powers, and remedies accorded to a secured party under applicable law for the purpose of perfecting and maintaining the perfection and priority of its security interest and the value of the Collateral.

12. Notices.

All notices and other communications required or contemplated hereunder shall be in writing and sent or delivered as follows:

- (a) If to Lender, to the office, and to the attention of the officer(s), responsible for Lender's credit relationship with Debtor and Borrower;
- (b) If to Debtor or Borrower, to the current address of such party as shown in Lender's records.

Any party may, by written notice to the other(s), change the address to which, or the person to whose attention, future notices to such parties should be sent, and such changes shall thereupon be deemed incorporated hereinabove. Lender may designate in writing different or additional office(s) to which, and different or additional person(s) to whose attention, specific types of communications should be sent, including requests for accountings, requests regarding lists of collateral, and requests regarding statements of account. Any notice to Lender shall contain the account number(s) assigned by Lender to the Obligation(s) with which the notice is concerned, and, if the notice lacks the account number(s), Lender shall have no liability for any delay on its part in responding to such notice.

For the purpose of determining the commencement of any period that begins with a party's receipt of a notice or other communication, a party shall be deemed to have received a communication: if such communication is sent by mail, three (3) business days after the communication is deposited in the U.S. Mail, postage prepaid, return receipt requested, and properly addressed to the intended recipient; if sent by facsimile transmission during normal business hours, upon the sender's receipt of confirmation of successful transmission to the number provided by the intended recipient for such transmissions; if sent by facsimile transmission at a time other than during normal business hours, at the beginning of the first business day following the sender's receipt of such confirmation; if sent by e-mail to an e-mail

address provided by the intended recipient, when such communication is opened by the recipient or its agent or employee; otherwise, upon delivery of the communication to the recipient.

Any requirement herein that a notice, consent, or other communication be in writing may be satisfied by a communication in the form of a record other than a writing authenticated by the party giving such notice or approval, if the intended recipient is consistently able to receive records in the form generated by the sender and accurately to convert the contents of such records to written form.

13. Miscellaneous.

This Agreement shall inure to the benefit of Lender's Successors and shall be binding upon and applicable to Debtor's and Borrower's Successors. This Agreement shall be governed by, and construed in accordance with, the laws, exclusive of any conflict-of-laws rules, of the State of Tennessee ("Tennessee Law"). All disputes between Lender and either Debtor or Borrower concerning Lender's enforcement of, or right to enforce, any security interest granted hereunder shall be resolved in accordance with Tennessee Law. Captions are included herein for convenience only, and have no bearing on the interpretation or construction of this Agreement.

This Agreement shall be effective upon its execution by Debtor and the delivery of the original or a copy hereof to Lender, and, even if a person is designated herein as "Borrower", shall be binding on Debtor even without Borrower's signature. This Agreement, together with any Related Agreements, constitutes the entire agreement of the parties concerning the subject matter hereof, and may be modified or amended only with Lender's written consent.

If any provision of this Agreement is held invalid or unenforceable, either in all circumstances or in particular circumstances, such invalidity shall not affect the validity or enforceability of, respectively, the remaining provisions of this Agreement or that provision in other circumstances.

Lender is hereby authorized to file a Financing Statement to perfect the security interest granted herein.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed on this 25th day of August, 2005.

MARITIME COMMUNICATIONS/LAND
MOBILE, LLC (Debtor)

By: 
Sandra M. DePriest, Secretary

STATE OF MISSISSIPPI

COUNTY OF LOWNDES

Personally appeared before me, the undersigned notary public in and for the state and county aforesaid, Sandra M. DePriest, who acknowledged before me that she signed and delivered the above and foregoing SECURITY AGREEMENT on the day and for the purposes therein stated, for and on behalf of and as the act and deed of Maritime Communications/Land Mobile, LLC, and that she was duly authorized to act.

Given under my hand and official seal on this the 25th day of August, 2005..



My commission expires:

3/9/2007


NOTARY PUBLIC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. ANTHONY BAUNDERB (615) 244-8820

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 01:24 PM 09/01/2005
 INITIAL FILING NUM: 5271925 1
 AMENDMENT NUMBER: 0000000
 SRV: 050721537

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - In not only legal name (first, last, do not abbreviate or combine names)				
1a. ORGANIZATION'S NAME				
MARITIME COMMUNICATIONS/LAND MOBILE, LLC				
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME		SUFFIX
7a. MAILING ADDRESS		CITY		STATE POSTAL CODE COUNTRY
P.O. BOX 1876		COLUMBUS		MS 39783
14. JURISDICTION	ADD. INFO RE: ORGANIZATION DEBTOR	1a. TYPE OF ORGANIZATION	1b. JURISDICTION OF ORGANIZATION	1c. ORGANIZATIONAL ID #, if any
		Limited Liability Co DE		<input type="checkbox"/> None
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - In not only legal name (first, last, do not abbreviate or combine names)				
2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME		SUFFIX
2c. MAILING ADDRESS		CITY		STATE POSTAL CODE COUNTRY
24. JURISDICTION	ADD. INFO RE: ORGANIZATION DEBTOR	2a. TYPE OF ORGANIZATION	2b. JURISDICTION OF ORGANIZATION	2c. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> None
3. SECURED PARTY'S NAME (NAME OF TOTAL ASSIGNOR OF ASSET OR REP - In not only legal name (first, last, do not abbreviate or combine names))				
3a. ORGANIZATION'S NAME				
PINNACLE NATIONAL BANK				
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME		SUFFIX
7c. MAILING ADDRESS		CITY		STATE POSTAL CODE COUNTRY
211 COMMERCE STREET, SUITE 300		NASHVILLE		TN 37201

4. THE FINANCING STATEMENT covers the following collateral:

All equipment, inventory, accounts, chattel paper, deposit accounts, rights under leases, and all funds credited thereto, negotiable documents, instruments, investment property, letter-of-credit rights, construction materials, fixtures, construction and architectural contracts, general intangibles and all goods; whether any of the foregoing is now or hereafter owned, held, acquired, or in existence; and all proceeds thereof; and all leases and other rights pertaining thereto. Without limiting the above the collateral also includes all of Debtor's rights under that Asset Purchase Agreement dated as of May 28, 2005 between Debtor and MOEX Network Services, LLC, and all of Debtor's rights under that Collateral Assignment of Lease effective as of February 18, 2005 between MOEX Network Services Company, LLC and Central Communications Network, Inc., and all rights under a Management Agreement between Central Communications Network, Inc. and MOEX Network Services Company, LLC.

5. ALTERNATIVE DESIGNATION (if applicable)	INTEREST	CONNECTION	REASON	SELLER/BUYER	ACQ. USE	NON-UCO FILING
6. THE FINANCING STATEMENT is to be filed for security (or otherwise) in the legal estate of the debtor (or assignor) (check one)	7. CHECK TO REQUEST SEARCH REPORT (this can be obtained from the Filing Office)	8. AS Debtor	Debtor 1	Debtor 2		

II. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/04)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (if person)

Diana Brickey 615-620-1235

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Pinnacle National Bank
150 Third Avenue, South
Suite 800
Nashville, TN 37201

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 11:30 AM 04/05/2010
INITIAL FILING # 5271925 1
AMENDMENT # 2010 1308588
SRV: 100362852

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE

52719251 SOS DE 09/01/05

1b. THIS FINANCING STATEMENT AMENDMENT is
to be filed (for records) (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions
in regard to changing the name/address of a party.

☐ DELETE name: Give record name
to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c;
also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR Maritime Communications/Land Mobile LLC

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ retained collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignee, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR Pinnacle National Bank 150 Third Avenue South, Ste 800 Nashville, TN 37201

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

SIXTH AMENDMENT TO PROMISSORY NOTE

THIS SIXTH AMENDMENT TO PROMISSORY NOTE (hereinafter referred to as this "Sixth Amendment") is hereby made and entered into as of August 1, 2011, by and between **MARITIME COMMUNICATIONS/LAND MOBILE, LLC**, a Delaware limited liability company (hereinafter referred to as "Borrower"); and **PINNACLE NATIONAL BANK** (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Lender made a loan to Borrower (hereinafter referred to as the "Loan"), with the Loan being evidenced by a certain promissory note dated January 8, 2009, in the principal amount of \$6,075,000.00 (hereinafter referred to as the "Note"), and with the Note being secured by a security agreement (hereinafter referred to as the "Security Agreement"); and

WHEREAS, Borrower and Lender entered into an amendment to the Note (hereinafter referred to as the "First Amendment") to increase the principal amount to \$6,571,000.00; to change the monthly interest-only payment date to the fifteenth of the month; to change the maturity date to January 8, 2010; and to change the minimum interest rate to four and one-half percent (4.50%) per annum; and

WHEREAS, Borrower and Lender entered into an amendment to the Note (hereinafter referred to as the "Second Amendment") to increase the principal amount to \$8,057,000.00; and to change the maturity date to July 8, 2010; and

WHEREAS, Borrower and Lender entered into an amendment to the Note (hereinafter referred to as the "Third Amendment") to increase the principal amount to \$8,857,000.00; and to change the maturity date to February 27, 2011; and

WHEREAS, Borrower and Lender entered into an amendment to the Note (hereinafter referred to as the "Fourth Amendment") to change the maturity date to May 1, 2011; and

WHEREAS, Borrower and Lender entered into an amendment to the Note (hereinafter referred to as the "Fifth Amendment") to change the maturity date to August 1, 2011; and

WHEREAS, Borrower and Lender now desire to further amend the Note to change the maturity date and to change the payment schedule.

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. The Note is hereby amended to reflect a maturity date of December 1, 2011. The note is also amended to reflect that all interest accrued from August 1, 2011, to December 1, 2011, shall be paid in one installment on December 1, 2011, which installment shall include all outstanding principal and other charges. There are no other amendments to the terms and

SIXTH AMENDMENT TO LOAN AGREEMENT

THIS SIXTH AMENDMENT TO LOAN AGREEMENT (hereinafter referred to as this "Sixth Amendment") is hereby made and entered into as of August 1, 2011, by and between MARITIME COMMUNICATIONS/LAND MOBILE, LLC, a Delaware limited liability company (hereinafter referred to as "Borrower"), and PINNACLE NATIONAL BANK (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower and Lender entered into a Loan Agreement dated August 25, 2005 (hereinafter referred to as the "Loan Agreement"), whereby Lender made a loan to Borrower (hereinafter referred to as the "Loan"), and pursuant to the Loan Agreement, Borrower executed on August 25, 2005, (a) a certain promissory note in the principal amount of \$4,000,000.00, payable to Lender, and (b) certain security instruments, including but not limited to a security agreement (hereinafter referred to as the "Security Agreement"); and

WHEREAS, Borrower and Lender entered into a certain promissory note dated January 8, 2009, in the principal amount of \$6,075,000.00 (hereinafter referred to as the "Note"), which further modified the original promissory note executed on August 25, 2005; Borrower and Lender subsequently modified the Loan Agreement and the Security Agreement; and Borrower provided to Lender a certain guaranty agreement dated January 8, 2009 (hereinafter referred to as the "Guaranty Agreement"); and

WHEREAS, Borrower and Lender entered into an amendment to the Note (hereinafter referred to as the "First Amendment to Note"), dated August 27, 2009, whereby the principal amount of the Loan was increased to \$6,571,000.00 and the maturity date of the Note was extended to January 8, 2010; and

WHEREAS, Borrower and Lender entered into an amendment to the Loan Agreement (hereinafter referred to as the "First Amendment") to reflect the principal loan amount of \$6,571,000.00 and the maturity date of January 8, 2010, as set forth in the First Amendment to Note; and

WHEREAS, Borrower and Lender entered into an amendment to the Note (hereinafter referred to as the "Second Amendment to Note"), dated January 27, 2010, whereby the principal amount of the Loan was increased to \$8,057,000.00 and the maturity date of the Note was extended to July 8, 2010; and

WHEREAS, Borrower and Lender entered into an amendment to the Loan Agreement (hereinafter referred to as the "Second Amendment") to reflect the principal loan amount of \$8,057,000.00 and the maturity date of July 8, 2010, as set forth in the Second Amendment to Note; and

WHEREAS, Borrower and Lender entered into an amendment to the Loan Agreement (hereinafter referred to as the "Third Amendment") to reflect an increase in the principal amount of the Loan to \$8,857,000.00 and to reflect the maturity date of February 27, 2011; and

WHEREAS, Borrower and Lender entered into an amendment to the Loan Agreement (hereinafter referred to as the "Fourth Amendment") to reflect the maturity date of May 1, 2011; and

WHEREAS, Borrower and Lender entered into an amendment to the Loan Agreement (hereinafter referred to as the "Fifth Amendment") to reflect the maturity date of August 1, 2011; and

WHEREAS, Borrower and Lender desire to further amend the Loan Agreement to change the maturity date of the Loan.

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. The Loan Agreement is hereby amended to reflect a maturity date of December 1, 2011, at which time all outstanding principal, interest (including interest accrued from August 1, 2011, to December 1, 2011) and other charges shall be due and payable in one installment. All references in the Loan Agreement to the "Maturity Date" shall now refer to that date.

2. Except as provided in the First Amendment, in the Second Amendment, in the Third Amendment, in the Fourth Amendment in the Fifth Amendment and in this Sixth Amendment, there are no other amendments to the terms and conditions of the Loan Agreement.

3. Nothing herein is intended to operate to release or diminish any right of Lender under the Loan Agreement. Except as specifically amended by the First Amendment, by the Second Amendment, by the Third Amendment, by the Fourth Amendment, by the Fifth Amendment and by this Sixth Amendment, the Loan Agreement shall continue in full force and effect as originally executed and delivered.

4. Borrower hereby reaffirms all of the terms and obligations under the Loan Agreement, as amended by the First Amendment, by the Second Amendment, by the Third Amendment, by the Fourth Amendment, by the Fifth Amendment and by this Sixth Amendment, and agrees to abide by and comply with all of them fully and timely.

IN WITNESS WHEREOF, this Sixth Amendment is executed.

BORROWER:

**Maritime Communications/Land Mobile, LLC,
A Delaware limited liability company**

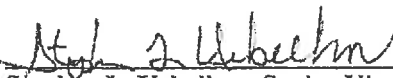
By: S/RJW Partnership, LTD, Member

**By: Communications Investments, Inc.,
General Partner**

By: 
Sandra DePriest, President

LENDER:

PINNACLE NATIONAL BANK

By: 
Stephen L. Uebelhor, Senior Vice President